

UC-Line

Customer Terms & Conditions of Service (Effective Feb. 2019)

CUSTOMER IS ADVISED THAT THE FOLLOWING TERMS & CONDITIONS OF SERVICE ARE A LEGAL DOCUMENT WHICH, WHEN ACCEPTED BY THE CUSTOMER SIGNATURE ON UC-LINE CUSTOMER ACTIVATION FORM WILL PLACE BINDING OBLIGATIONS ON BOTH PARTIES. THEREFORE, CUSTOMER IS REQUESTED TO GIVE FULL ATTENTION TO THE PROVISIONS CONTAINED HEREIN BEFORE ACCEPTANCE AND TO SEEK INDEPENDENT LEGAL ADVICE IF IN DOUBT.

PREAMBLE

This document governs the terms and conditions under which Blueface Ltd. registered in Dublin (IRL), provides hosted unified communication services to the customer under the brand name of “UC-Line” and “UC-Line Supported by Panasonic” under license from Panasonic Marketing Europe GmbH.

1. DEFINITIONS

1.1 AGREEMENT

Means these Terms & Conditions of Service, the Customer Activation Form, and the [Privacy Notice](#), which combined, constitute the entire agreement between Provider and Customer.

1.2 COMMENCEMENT DATE

Means the date Customer’s account is activated in accordance with Section 4.1.

1.3 CUSTOMER

Has the meaning given to it in Section 2.1.

1.4 CUSTOMER PERSONAL DATA

Means personal data received by Provider from or on behalf of Customer in connection with the performance of the Services.

1.5 DATA PROTECTION LAW

Means the General Data Protection Regulation (EU) 2016/679 (“GDPR”) and the Irish Data Protection Acts 1988 - 2018.

1.6 HARDWARE

Means any physical goods purchased by Customer. Provider does not sell Hardware for UC-Line

1.7 INITIAL PERIOD

Means a period of twelve (12) months from the Commencement Date.

1.8 NETWORK

Means the telecommunications systems run by Provider or that Provider may use from time to time for the provision of Services.

1.9 NETWORK OPERATOR

Means a licensed person or company who manages, controls or provides a Network used by Provider.

1.10 NUMBER

Means the geographic, non-geographic, mobile or extension number allocated to the Customer by Provider or used by the Customer to obtain the Services from any other Service Provider.

1.11 RENEWAL PERIOD

Means the successive twelve (12) month terms at the end of the Initial Period and/or Minimum Period, and at the end of each Renewal Period, for which the Agreement shall automatically renew.

1.12 PANASONIC

Means Panasonic Marketing Europe GmbH, Panasonic Corporation and/or all its affiliate companies. Panasonic is the owner of the brand names “UC-Line,” and “UC-Line Supported by Panasonic” and has exclusive rights for the Services using the “UC-Line” brand name.

1.13 PROVIDER AND/OR SERVICE PROVIDER

Means a company or organisation which is engaged in offering or providing telecommunications services to customers. Blueface Ltd, registered in Dublin (IRL), is the provider of the Services to Customer, and in charge as contractual party with all rights and duties.

1.14 SECURITY BREACH

Means either: (a) a breach of Provider’s security measures leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Customer Personal Data; or (b) any unauthorised access to Provider’s Hardware or facilities, wherein either case there is a resulting loss, unauthorised disclosure, or alteration of Customer Personal Data.

1.15 SERVICE(S)

Means the Hosted Unified Communication Service utilizing a VoIP platform provided by Provider and exclusively distribution by Panasonic and its accredited UC-Line Partners to the Customer under the Agreement.

1.16 SPECIAL OFFER

Means an occasional offer, which may be published for Customer awareness, for a limited time at a reduced or otherwise unusual price.

1.17 TERM

Shall mean the Initial Period and any Renewal Period(s).

1.18 TERMINATION CHARGES

Means all charges due by the Customer on termination of the Agreement including all prior outstanding balances (including any accrued interest charges), recurring Service charges, actual usage and associated taxes and fees on all amounts due or coming due.

1.19 TERMS AND CONDITIONS OF SERVICE

This document, together with all future changes, modifications, amendments, schedules and/or exhibits herein referenced.

1.20 UC-LINE PARTNER

Services are sold exclusively through accredited UC-Line Partners. UC-Line Partners provide pre-sales, integration and post-sales services to Customer. Any process of UC-Line Service procurement is provided by UC-Line Partner to Customer.

2. AGREEMENT

2.1

The Agreement between Blue Face Limited (herein referred to as “we/us/our,” “Blueface,” or “Provider”) and the user of the Services (herein referred to as “you/your/user” or “Customer”) shall govern Provider’s Service and applies to each number and/or subscription to a Service on each Provider account. By subscribing to an agreement for the provision of the Services or by using any portion of the Service by Provider, Customer confirms that it accepts these Terms and Conditions of Service in full.

2.2

Where any changes are made to the terms of Customer’s Agreement with Provider, the Services, or the way in which same are provided to the Customer, Customer shall receive notice of such change and Customer shall be deemed to have accepted the changes and the full terms of any new Service, or any document or set-up provided in respect of such a change upon receipt of same unless Customer contacted Provider within thirty (30) days from the day of notice, provided good cause that is acceptable to Provider in its sole discretion, and received a circumstance-specific exception from such change.

3 COMMENCEMENT, DURATION, AND TERMINATION

3.1

Provision of Services shall, unless stated otherwise by Provider, be subject to a standard minimum contract duration (“Minimum Period”) of 12 months. The first Minimum Period shall be the Initial Period.

3.2

Following the expiry of the Minimum Period, Customer’s Agreement shall renew automatically on the same terms and conditions for the applicable Renewal Period, unless Provider is properly notified by Customer in accordance with these Terms and Conditions.

3.3

Provider may:

3.3.1. Change or withdraw some, or part, of the Services from time to time. This may be because of changing technologies, obsolescence, new or different product features, changing content providers or the need to remove, replace or modify content.

3.3.2. Determine or change the way Services are presented and delivered to the Hardware or are otherwise made available to Customer.

3.3.3. Offer replacements to the Service which do not materially alter the Services provided to the Customer.

3.4

Provider’s primary contact method with Customers is by email. All Customers are required to provide Provider with its most up to date contact information including an active email address.

3.5

Customer warrants that any contact information provided to Provider is accurate in all material respects and is sufficient for us to fulfil the order and that Customer has the legal capacity to enter into a contract. Customer is responsible for maintaining and promptly updating its Provider account information as necessary to ensure accuracy and completeness. Customer agrees to inform Provider of any changes to Customer registration details immediately by email to accounts@uc-line.com.

3.5.1. Customer must provide an up-to-date physical address as this is required by the emergency service providers for location purposes. Any changes to a physical address can be directly made by emailing the new physical address to accounts@uc-line.com, which must include the UC-Line account number.

3.6

Customer agrees not to terminate the Agreement during the Terms. If the Agreement is terminated by Customer at any time except as herein permitted, Customer is immediately liable for the Termination Charges.

4 SERVICE

4.1

Customer accounts, set-up either via www.uc-line.com or another UC-Line website, by phone or otherwise, shall be activated once the initial payment has cleared, the signed Agreement is received, and all relevant customer details have been provided. Activation will take place within ten (10) days of the receipt by Provider of a completed and signed copy of the Agreement.

4.2

Services:

4.2.1. Provider endeavours to make Services available to Customer at all times. However, VoIP telephone services such as Provider's Services are dependent on the quality of the Customer's broadband Internet connection. Therefore, the quality of the voice services cannot be guaranteed.

4.2.2. Where Service issues are identified, Provider will provide reasonable assistance to Customer to locate the problem and remedy the service issue where possible.

4.2.3. Provider cannot guarantee the security of devices used for VoIP telephone service that is placed on the public Internet by Customers. Customers are advised to put adequate security and firewall protection in place. Provider will not be responsible for these devices or consequences that arise from their utilisation. Customer will be liable for any and all charges for calls or usage made from or by a device to its account or on its network.

4.2.4. Provider does not warrant that the Service will meet Customer's requirements or that the operation of the Service will be uninterrupted or error-free.

4.2.5. Due to the nature of VoIP telephone services, it shall not always be possible to accurately determine the exact location of a caller. For emergency calls, callers will need to inform the operator of their physical location. Emergency calls (such as to 112, 911 and 999) will be directed to the emergency services but no guarantee is made about the reliability of same and Customer should be especially aware that power outages which render computer equipment and Internet connectivity non-functional will prevent the use of the Provider service for emergency calls. Provider and Panasonic shall not be liable for any delay or failure to provide service, including 112, 911 or 999 dialling, at any time, or any interruption or degradation of voice quality caused by third-party omission, equipment failure, equipment modification, force majeure, equipment shortage, loss of power, or third party faults.

4.2.6. VoIP telephone calls are carried in the public domain via Internet connectivity, and therefore the security of these calls is not guaranteed in the absence of further security measures. Provider shall endeavour to use appropriate security measures but shall not be responsible for call confidentiality.

4.2.7. Information and recordings, including by not limited to voicemail, call recordings, and facsimiles, will not be stored permanently by Provider. Call recordings will be permanently deleted after ninety (90) days or one hundred (100) hours, whichever occurs first. Voicemails will be permanently deleted after ninety (90) days or five hundred (500) hours, whichever occurs first. Facsimiles will be permanently deleted after one hundred (100) days or one hundred (100) faxes, whichever occurs first. Deletions are automatically accomplished on a first-in, first-out basis. Customers are responsible for retrieval of the above-referenced recordings, voicemails, and facsimiles and ensuring their own permanent storage methods where desired.

4.2.8. To the extent Customer's Service plan includes a monthly usage limit, unused minutes do not carry over to the following month.

4.3

From time to time, it may be necessary for Provider to temporarily suspend Services during repairs, maintenance, alteration, or improvement to Provider's telecommunications network or otherwise. Where possible, Provider will give Customer notice prior to such suspension of the Service and Provider will restore the Service as soon as practicable.

4.4

Service is provided solely for the Customer's own use. Customer shall not resell the Service or any part of the Service to any third party.

4.5

Provider may, but is not obligated to, monitor the use of Services for violations of the Agreement and may remove or block all communications if it suspects there has been or shall be a violation of the Agreement, or where it considers it necessary to protect the Services or Provider, its affiliates, directors, agents, employees or Customers from harm.

4.6

Customer may add Services at any time during the Term. However, Customer may only remove Services as of the commencement of a Renewal Period. If Customer requests and receives additional Services after the Effective Date which are not contemplated by the Agreement or a signed addendum, such additions will be governed by the Agreement without the requirement of signing a

new agreement or addendum. Customer agrees to pay for such additions at Provider's then current rates, and such charges shall appear on Customer's next scheduled invoice with prorated charges for any partial periods.

5 TELEPHONE NUMBERS

5.1

Customer does not own the Number(s) it is allocated by Provider and except as otherwise provided in the Agreement, may port said Number(s) as provided in Section 14 below.

5.1.1. Numbers shall be de-allocated from a Customer's account where there is cancellation or termination of the Agreement.

5.1.2. Numbers allocated to a Customer which are subsequently de-allocated upon cancellation or termination of Customer's account shall be quarantined pursuant to standards promulgated by the applicable governing body. Upon expiration of the applicable quarantine period, these numbers shall be removed permanently and shall be unavailable for recovery by the Customer. Customers with questions regarding its applicable quarantine period may contact Provider at accounts@uc-line.com.

5.2

Customers who purchase Hardware directly from a UC-Line Partner shall have it delivered as per current delivery lead times, as confirmed by related order confirmation. Delivery of Hardware shall not be triggered until payment has been cleared and account has been activated.

5.3

Provider does not offer Hardware support and is not responsible for any Hardware not procured from Provider. Support on platform usability and Hardware support remain in hands of UC-Line Partner as first instance under Panasonic distribution.

5.4

Provider does not guarantee that Hardware or equipment, will work with the Services. Provider does not encourage Customer to connect any equipment to the Services which has not been supplied or expressly approved by a UC-Line Partner, Panasonic or Provider. Provider shall have no liability for any equipment, plug-ins or other devices, hardware or software provided by Customer, for use in connection with the Services. Any such equipment must be compatible with the Services, must not cause damage or loss to the Services or the Network and must be used in accordance with relevant instructions, safety and security procedures provided by the manufacturer or Provider.

6 CUSTOMER OBLIGATIONS

6.1

Customer agrees to:

6.1.1. Use the Services only in accordance with the terms of the Agreement;

6.1.2. Take all measures necessary to maintain the confidentiality of all user details assigned to enable Customer to use the Services or access the Network, portal login credentials, conference credentials, and usernames and passwords;

6.1.3. Provide all information, as may be reasonably required by Provider, to enable Provider to deliver the Services to Customer and/or in relation to the investigation of any alleged offences relating to the use or provision of the Services;

6.1.4. Comply with the reasonable requests and directions of Provider concerning the use and security of the Services and Customer's account;

6.1.5. Inform Panasonic or UC-Line Partner immediately if Customer's equipment or Hardware is lost or stolen or is damaged. Customer will remain liable for all charges incurred until Customer does so;

6.1.6. Promptly pay all Charges in accordance with Section 7 hereof;

6.1.7. Ensure that all persons having access to the Services comply with the Agreement. Customer is responsible for the acts and omissions of employees and agents and any other person authorised or allowed to use the Services, and Customer is liable for any failure by such person to comply with the Agreement; and

6.1.8. Indemnify and hold Provider and Panasonic harmless against all liabilities, claims, damages, losses, expenses, costs and proceedings howsoever arising from or in connection with use of the Service, the Network or the Hardware.

6.2

Customer shall not:

6.2.1. Use (or allow others to use) the Services, the Network or the Number for any illegal or improper purposes including, but not limited to:

6.2.1.1. Any activity that is indecent, immoral, or fraudulent, in Provider's sole discretion;

6.2.1.2. Any behaviour causing nuisance, injury, offence, or annoyance to any person or for the transmission of material which is, may be, or is intended to be defamatory, offensive, abusive, obscene, indecent or menacing;

6.2.1.3. Any activity which breaches any security or other safeguards or in any other way which harms or interferes with the Provider Network, the networks or systems of others or the Services;

6.2.1.4. In a manner which may impinge in any way upon another Customer's ability to use or access the Services or which may damage or put at risk the Network or the Hardware or which, in Provider's absolute discretion makes excessive or unusual demand on the Service or Network;

6.2.1.5. In any way which breaches or infringes upon another person's rights, including but not limited to copyright or intellectual property rights of any person;

6.2.1.6. In a manner which does not comply with any relevant legislation or license or with any instructions or direction given by Provider;

6.2.1.7. In any way which infringes the proprietary rights in any software; or

6.2.1.8. In any manner otherwise contrary to the Agreement as determined by Provider;

6.2.1.9. Resell or commercially exploit any of the Services or content;

6.2.2. Use the Hardware for any illegal, improper or immoral purpose or in any illegal, improper or immoral manner, in Provider and/or UC-Line's discretion.

6.2.3. Copy, store, modify, publish or distribute the Services or content except with the express written permission of Provider;

6.2.4. Falsify or delete any author attributions, legal or other proper notices, proprietary designations/labels of the origin or source of software, or other content contained in an uploaded file; or

6.2.5. Obtain, use, or provide others with any directory or other details about Provider Customers.

6.3

Provider may, in accordance with the provisions of Section 2.2 hereof, publish and update its rules and policies for use of certain Services in order to ensure that use of Services is not excessive, to combat fraud, and to ensure Services can be enjoyed by Provider's Customers.

6.4

Monthly Acceptable Usage guidelines per seat with regards to Services shall be limited to 2,000 call minutes per month as identified in the applicable plan.

6.5

Exceeding the Acceptable Usage limits may result in additional charges being incurred for Services. All usage outside of or exceeding the limits of a Service shall be charged at applicable rates.

6.6

While using any messaging Services provided by Provider, Customer must not send or upload:

6.6.1. Any material of any nature which is protected by copyright, except where Customer has permission;

6.6.2. Unsolicited bulk or commercial communications or other unauthorised communications, or knowingly send any viruses; or

6.6.3. Any material that may reasonably be considered obscene, offensive, abusive, defamatory, menacing, harassing, threatening, or is unlawful in any other way, in Provider's sole discretion.

6.7

Where Customer uses Services while located in a country outside of the Republic of Ireland, use of the Services may be subject to laws and regulations that apply in that other country. Provider and Panasonic shall not be liable for Customer's failure to comply with any laws or regulations governing the use of Services whether in Ireland or another country.

6.8

Provider reserves the right to notify any relevant agencies or authorities where the Customer is in breach of any of the obligations contained in this Section or otherwise.

7 PAYMENTS AND CHARGES

7.1

Customer will receive all invoices, notices and receipts of payment by email. Invoices and receipts of payment shall also be available for the Customer to view on its online account at portal.uc-line.com.

7.2

All recurring monthly charges must be paid in advance either by Credit Card/Debit Card or by Direct Debit and Customers must provide automated payment details upon setting up its account for security purposes, which may also be utilised for automatic top-up payments as agreed with the Customer.

7.2.1. Customers paying by Direct Debit are required to provide a deposit equal to one month of recurring Service, which will be included on Customer's first invoice. This deposit will be refunded following the closure of the account and settlement of all amounts due to Provider.

7.2.1.1. Customers paying by Direct Debit may be required to pay a service charge for each transaction. If applicable, this charge will appear on Customer's invoice.

7.2.1.2. If Customer's payment method, including Direct Debit, fails and Customer's bank and/or service provider charges Provider a fee related to the payment failure, Provider reserves the right to pass on, and Customer agrees to pay, a fee in kind.

7.3

Customer is responsible for all charges incurred through Customer's UC-Line account.

7.3.1. Services may be available on the basis of different price plans and/or packages with different rates of charges. Provider may vary the charges at any time at Provider's discretion. In the event that charges are varied, Provider will post notification of such changes at portal.uc-line.com and/or notify Customer by e-mail using the email address registered as active on their account. Customer is responsible for ensuring that its email address is up to date and neither Provider nor Panasonic shall not be held responsible for any communications not received.

7.3.2. Details of your price plans and charges are available on the UC-Line portal.

7.4

Customer will be liable to pay VAT on all charges unless written evidence of VAT exemption is provided in advance of an invoice being raised. All exemptions will be applied on a prospective basis only, once the current exemption documentation is received by Provider.

7.5

Provider shall invoice Customer monthly in advance for fixed (Monthly Recurring) charges applying to its account. Payment is due on the date specified on the invoice.

7.6

Provider reserves the right to include charges from a prior billing period in any invoice where the time period for calculation of the appropriate usage rate makes this necessary.

7.7

Provider will send all invoices and notices electronically to the email address registered on Customer's account unless Customer notifies Provider of any change.

7.8

Payments made in respect of Services are non-refundable, including, but not limited to prepaid amounts.

7.9

Provider reserves the right to:

7.9.1. After invoicing periods, charge interest on overdue payments at two per cent (2%) above the Central Bank of Ireland prevailing base rate from the due date to receipt of payment, and contact Customer directly through the Services by SMS, email, post or telephone in relation to overdue payments; and

7.9.2. Fix a credit limit on Customer's account and to discontinue the Services without notice if the limit is exceeded.

8 SERVICE AGREEMENTS

8.1

Customers may change from its current Service upon giving a minimum of thirty (30) days' notice of intention to change and only at the conclusion of the Initial or any Renewal Period, unless specified otherwise by Provider, and where, at the time of requesting or effecting the change, Customer does not have unpaid amounts owing.

8.2

In the event payments are overdue, Provider reserves the right to suspend or disconnect the Services.

8.2.1. Provider reserves the right to withdraw Services either generally or in respect of any particular Customer at any time and to vary or amend any element of the Service at any time, where same is carried out in accordance with the provisions of this Agreement.

8.2.2. Where Customer changes its Service or adds or removes any element or Service to or from its account, Customer will be entered into a new Minimum Period contract term for all Services associated with the account from the date of the change.

8.3

In respect of all Services: Provider and Panasonic shall not be liable for the consequences of loss of service to Customers where same is caused by insufficient credit or unpaid invoices.

9 RIGHT TO CANCEL

9.1

Customer has the right to cancel Services without incurring any penalties from Provider during the first fourteen (14) days of the Initial Period Term for the first account location where the Services are activated. To cancel, Customer must contact Provider via email at accounts@uc-line.com. If the fourteenth day falls on a Saturday, Sunday or public holiday in Ireland, the last day of the cancellation period shall be the close of business on the next day that is not a Saturday, Sunday or public holiday in Ireland. Any request to cancel Services during this period must include Customer's account number. Customer is responsible for all Services and related usage until the account is closed and all phone numbers are ported from Provider.

9.1.1. Where Customer has incurred any usage charges, the right to cancel during the first fourteen (14) days of the Initial Period shall be waived, and Customer shall not be entitled to a full Services refund unless and until charges incurred are cleared in full.

9.1.2. Where Customer wishes to return Hardware purchased, Customer must contact UC-Line Partner or party where Customer sourced the Hardware. Provider is not responsible for any Hardware not procured from Provider and any returns and/or refunds regarding same.

9.2

To cancel an account after the expiry of the Initial or Renewal Period, Customer is to contact Provider via email at accounts@uc-line.com or send inquiry by web form available on www.uc-line.com, quoting its account number in all correspondence.

9.2.1. Customer shall give Provider not less than thirty (30) days' notice in writing of the intention to cancel Service at the end of the then-current Term.

9.2.2. Refunds will not be issued where the Customer has commenced the Service for the current month.

9.3

Where Customer terminates their Provider account, it shall be the responsibility of the Customer to ensure that they have taken all necessary steps to ensure any automatic payment or direct debit arrangements are cancelled. Provider and Panasonic shall not be responsible, nor have any liability to Customer, for payments made in error where Customer did not ensure that payment arrangements were cancelled.

10 FAULTY HARDWARE

10.1

Where Hardware in use with UC-Line service is suspected to be faulty, Customers are directed to the party Customer sourced the Hardware.

11 SPECIAL OFFERS

11.1

Special Offers, including, but not limited to, offers in respect of Hardware, Services or 'add-on' features, shall be subject to the provisions of the terms and conditions under which they are released. The terms of the Agreement shall also apply generally to all Special Offers as may be released by Provider and Panasonic from time to time regardless of the subject of that Special Offer (unless explicitly stated otherwise in the Special Offer terms and conditions.)

11.2

Provider reserves the right, in its sole discretion, to amend or vary the terms and conditions of a Special Offer or to withdraw or terminate a Special Offer, in whole or part, and anytime from any customer, on reasonable notice.

12 SUSPENSION AND TERMINATION

12.1

Provider may terminate or suspend the Services wholly or partially without notice and at any time at Provider's option for any reason including:

12.1.1. Where the Network requires modification or maintenance or for security reasons or if for technical reasons it is not possible to provide the Services.

12.1.2. Where Provider no longer has access to networks which Provider needs to provide the Services, or where Provider is no longer in a position to provide Services due to factors beyond Provider's control or because Provider or Panasonic cease business.

12.1.3. Where Suspension is required for any reason by the emergency services or other government authorities.

12.2

Provider may terminate or suspend the Agreement immediately, with or without notice, and require payment of any and all outstanding charges up to and including the date of disconnection where:

12.2.1. Provider has suspended or has the right to suspend Services pursuant to the terms of the Agreement, and there is reason to believe that the grounds have not been, or are unlikely to be rectified within thirty (30) days of suspension.

12.2.2. Customer fails to pass credit checks or has exceeded any credit limit specified by Provider.

12.2.3. Customer does not comply with, or Provider, in its reasonable opinion, considers that, Customer is not complying with the terms of the Agreement, including, but not limited to, non-payment of any sums due by Customer (in which case Provider reserves the right to charge for reconnection and/or to require revised payment terms or advance payment or deposit).

12.2.4. Customer is or is suspected to be using the Services for commercial resale use.

12.2.5. Customer is or is suspected to be using the Services for any illegal or improper purposes or is reported to be doing so.

12.2.6. Customer is the subject of a serious complaint received by Provider and which Provider at that time believes to be genuine.

12.2.7. Customer is or is suspected to be using the Services, the Hardware or the Number in any way which breaches any security or other safeguards or in any other way which harms or interferes with the Network, Services or the network or systems of any third parties.

12.2.8. Customer breaches any of the terms of the Agreement, or if in Provider's reasonable opinion, any information supplied by Customer to Provider is false or misleading.

12.2.9. Provider receives a request to port Customer's number from Provider to another Service Provider. Customer agrees that responsibility for informing Provider of any changes or cancellation to be made on the relevant account shall remain with Customer and Provider shall not be expected to automatically cancel an account where a number porting request is received.

12.2.10. Provider believes, on reasonable grounds, that Customer is unable to pay the Charges.

12.2.11. Customer is adjudicated as bankrupt, becomes insolvent or makes any composition or arrangement with or assignment for the benefit of creditors; or

12.2.12. Having made reasonable efforts, Provider cannot contact Customer.

12.3

Where Provider reasonably suspects that Customer is in breach of the Agreement, Provider shall be entitled to disconnect affected Hardware and take such measures as it sees necessary in the recuperation of any losses.

12.4

Customer will remain liable for all Charges and other costs due up to the date of termination, including any applicable Termination Charges, plus any additional interest which accrues.

12.5

Upon termination of the Agreement Provider shall disconnect Customer's Hardware from the Network and Customer will not be able to use Services or make emergency calls. Exercise of Provider's entitlements shall not prejudice or affect the exercise of any other right or remedy which may be available to Provider.

12.6

Any provision of the Agreement that, by its nature or express to term, to continue or to come into effect after termination or suspension shall survive termination or suspension of the Agreement and shall continue in full force and effect.

13 DATA PROTECTION

13.1

To the extent that the provision of the Services involves the processing of Customer Personal Data and Customer's processing of such Customer Personal Data is governed by the GDPR, the terms of this Section shall apply.

13.2

In the circumstances contemplated in Section 13.1, the parties acknowledge that Customer shall be the controller (or lead processor as applicable) and Provider shall be a processor.

13.3

The subject-matter and duration of the processing, the nature and purpose of the processing, the type of personal data and the categories of data subjects shall be as specified in Appendix 1 of these Terms and Conditions of Service.

13.4

Provider shall process Customer Personal Data only on Customer's instructions save where otherwise required by applicable law (in which case Provider shall notify Customer of that legal requirement before such processing occurs or is permitted unless that law prohibits such notification on important grounds of public interest). Customer instructs Provider to process Customer Personal Data to provide the Services to Customer in accordance with the Agreement and the parties agree that the Agreement is Customer's complete and final documented instruction to Provider in respect of Customer Personal Data. Customer shall ensure that: (i) its instructions comply with all laws, rules and regulations applicable in relation to the Personal Data; (ii) it has all necessary consents and notices in place to enable the lawful transfer of Customer Personal Data to Provider for the duration of and for the purposes set out in the Agreement; and (iii) the processing of Customer Personal Data in accordance with Customer's instructions will not cause Provider or Customer to be in breach of applicable data protection legislation (including Data Protection Law).

13.5

In relation to the processing of Customer Personal Data under the Agreement, Provider shall:

13.5.1. Ensure that all personnel authorised to process Customer Personal Data are subject to confidentiality obligations to maintain the confidentiality of Customer Personal Data;

13.5.2. Implement and maintain appropriate technical and organisational measures to ensure the security of Customer Personal Data taking into account: (i) the state of the art; (ii) the costs of implementation; (iii) the nature, scope, context and purposes of the processing; and (iv) the inherent risk of the processing activities to data subjects;

13.5.3. Notify Customer without undue delay after becoming aware of any Security Breach;

13.5.4. Taking into account the nature of the processing, cooperate as reasonably requested by Customer: (i) to enable Customer to comply with any exercise of rights by a data subject under Data Protection Law in respect of Customer Personal Data; (ii) where Customer conducts a data protection impact assessment; and (iii) consults the relevant supervisory authority prior to any processing pursuant to Article 36(1) of the GDPR, in each case provided that any information requested by Customer is not readily available to Customer through the Services;

13.5.5. Notify Customer if Provider receives a request from a data subject relating to Customer Personal Data. Provider shall not respond directly to such data subject unless it is instructed to do so by Customer;

13.5.6. Cooperate with any relevant supervisory authority in the performance of such supervisory authority's tasks where required; and

13.5.7. Inform Customer if it comes to Provider's attention that any instructions received from the Customer in respect of Customer Personal Data infringe the provisions of any applicable law. Notwithstanding the foregoing, Provider shall have no obligation to review the lawfulness of any instruction received from Customer.

13.6

To the extent that such information is not readily available to Customer through the Services, Provider shall, on at least thirty (30) days' prior written notice from Customer, make available all information reasonably requested by Customer to enable Customer to satisfy itself that Provider is complying with its data protection obligations under this Section.

13.7

If Customer, acting reasonably, believes that an on-site audit is required, Customer and its third party representatives (excluding any competitor of Provider) shall be permitted to audit Provider's facilities during normal business hours PROVIDED that: (i) Customer shall provide at least thirty (30) days' prior written notice of its intention to carry out an audit; (ii) Provider may request that any third party representative performing an audit on behalf of Customer shall provide written confidentiality undertakings to the reasonable satisfaction of Provider and Provider shall be entitled to refuse access to any of its facilities and records until such time as it has received such undertakings; (iii) Customer may conduct no more than one audit per calendar year; and (iv) nothing in the Agreement shall entitle Customer to access or inspect any records which contain information relating to any other customer of Provider and Provider shall be entitled to restrict or prevent access to any part of its premises which it considers in its sole discretion could compromise the security of any information or data relating to such other customers.

13.8

Any information obtained by Customer in connection with or in the course of any such audit and any written description of Provider's security technical and organisational measures shall be maintained by Customer in confidence, shall be used solely for the purposes of determining whether Provider is complying with its obligations under the Agreement and under Data Protection

Law and shall not be used or disclosed for any other purpose save that such information may be shared with a supervisory authority without such obligations of confidentiality or restrictions on use applying.

13.9

Customer agrees to the transfer of Customer Personal Data processed under the Agreement outside of the European Economic Area PROVIDED that in effecting any international transfer of Customer Personal Data, Provider shall take reasonable steps to ensure that: (i) data subjects continue to have enforceable rights and remedies following the transfer; and (ii) it has provided appropriate safeguards in relation to the transfer such as EU standard contractual clauses. Customer appoints Provider as its agent for the purpose of entering into any EU standard contractual clauses in the context of providing the Services.

13.10

Customer authorises Provider to engage third-party processors (“authorised sub-processors”) to process Customer Personal Data subject to the following:

13.10.1. Provider shall maintain and make available to Customer on Customer’s written request a list of its material authorised sub-processors which may be updated from time to time. For the purpose of the Agreement, Customer agrees to the use of the sub-processors set out in this list as at the date of the Agreement;

13.10.2. Provider shall notify Customer in advance of any proposed new use of a sub-processor and Customer shall have the right to object on reasonable grounds to the use of or change to any sub-processor, provided it sets out details of the grounds on which it is basing its objection, within fourteen (14) days of Provider notifying Customer of the change. In the event of Customer raising such an objection, Provider may terminate the relevant Services or the Agreement (in each case in whole or in part) on fourteen (14) days’ notice to Customer;

13.10.3. In engaging any sub-processor, Provider will agree on adequate data protection arrangements that are in all material respects similar to those set out in this Section; and

13.10.4. Provider shall at all times remain responsible for the performance of the sub-processors data protection obligations.

13.11

Any assistance provided by Provider under Sections 13.5 – 13.7 shall be at Customer’s sole expense save where otherwise agreed between the parties.

13.12

Provider shall serve any notifications on Customer under this Section by email using the email address provided in the Agreement. Customer shall be responsible for notifying Provider of any changes to this email address from time to time by emailing accounts@uc-line.com.

14 NUMBER PORTING

14.1

Porting enables Customers to retain their previous phone number when they move to another network operator or telecoms provider. Provider’s number porting form is the form required by Provider for the purpose of porting existing phone numbers to the Provider system (“Letter of Authorisation”). The Letter of Authorisation is available from UC-Line Partners.

14.2

By completing the Letter of Authorisation, Customer warrants and represents that it accepts the terms contained therein, has provided accurate information and that the Letter of Authorisation is completed by an authorized representative that is authorised to instruct Provider to port the Number. Customer must ensure that if they are retaining existing phone numbers, the data provided for submission is complete prior to submitting to Provider. If the Letter of Authorisation is not fully and accurately completed, Customer may be subject to delays in porting and may incur additional fees that must be paid prior to accessing UC-Line Portal.

14.3

There is an administration fee charged per number ported to Provider from another provider. Provider will not process Customer’s porting request until this fee is paid in full. If the new phone number(s) originate from Provider, the Number Porting Form is not required for those new phone numbers.

14.4

Customer acknowledges that:

14.4.1. The porting request will terminate Service with the existing Service Provider;

14.4.2. Only the number(s) specified will be moved;

14.4.3. The Customer is responsible for ensuring that they give sufficient notice of termination of any agreement with any previous Service Provider, subject to the terms and conditions of that agreement;

14.4.4. The port request may be rejected if any information provided is inaccurate, incomplete or misleading;

14.4.5. The services provided by the previous Service Provider to Customer, including, without limitation, unused call credit or benefits, tariffs and terms and conditions of use that applied to Customer's service will not be transferable or transferred to Customer's Provider account;

14.4.6. Contractual and other obligations, charges and costs due to the previous Service Provider will remain due and owing and shall be subject to settlement by Customer with the previous Service Provider in accordance with the terms and conditions applying to the provision of that service; and the previous Service Provider may decline to proceed with the port in the event that there is a debt on the account, i.e. account is barred or suspended;

14.4.7. The process will be deemed to commence on the date of signing and submission of the Porting Form, and it may not be possible to reverse the process once it has started; and

14.4.8. Provider may charge an administration fee per number ported away from Provider to another provider.

14.5

Provider may refuse to process Customer's instructions if:

14.5.1. The information provided on the Porting Form is incorrect or misleading; or

14.5.2. The information provided in relation to the number is not compatible with information held by the previous Service Provider.

14.6

Provider shall have no liability to the Customer or any third party arising from or in connection with Provider acting upon any porting request.

14.7

Provider shall endeavour to comply with criteria established by applicable government regulation in respect of number porting but does not warrant or represent that the number port will be completed within a particular time frame. There may be a period where no Services are available, from either the previous Service Provider or from Provider.

14.8

Provider and Panasonic will not be liable or responsible for making good any loss, damage, costs or expenses or other liability whether incurred directly, indirectly or as a consequence of the unavailability of Services arising out of or in connection with Customer's failure to comply with its obligations under this Section 14.

14.9

In respect of a "Port Out" request where Customer wishes to move its number from Provider to another provider, Customer is requested to ensure that there are no payments outstanding on its account before they arrange for a Port Out request to be submitted in respect of any number.

14.10

Customer is advised that where in exceptional circumstances, a government authority orders the reallocation or change of an assigned Number, Provider is permitted to change Customer's assigned Number for Services.

15 DISCLAIMER OF WARRANTIES

15.1

Any and all warranties associated with UC-Line Partner provided Hardware shall commence on the date the Hardware is purchased from UC-Line Partner. The terms and conditions of any Hardware purchase agreement govern and control Hardware purchased from UC-Line Partners.

15.2

PROVIDER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND EXPLICITLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE (EVEN IF SUCH PURPOSE OR USE WAS MADE KNOWN), NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE SERVICES OR HARDWARE WILL MEET THE CUSTOMER'S REQUIREMENTS OR THAT THE SERVICES OR HARDWARE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION.

15.3

Provider and Panasonic have no control over the telecommunications systems of other networks and makes no representation and gives no warranty as to the performance or provision of the Services when being relayed through such networks.

15.4

All conditions, warranties and representations implied by law in relation to Provider's provision of Services are excluded to the extent permitted by law.

16 LIMITATION OF LIABILITY

16.1

PROVIDER AND PANASONIC SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTIES WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT MISREPRESENTATION, BREACH OF STATUTORY DUTY OR OTHERWISE FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF AGREEMENTS, LOSS OF ANTICIPATED SAVINGS, LOSS OF GOODWILL, LOSS OR CORRUPTION OF DATA, INDIRECT, SPECIAL, OR CONSEQUENTIAL, LOSS, COSTS, DAMAGES CHARGES OR EXPENSES HOWSOEVER ARISING UNDER OR IN CONNECTION WITH THE AGREEMENT REGARDLESS OF WHETHER OR NOT PROVIDER HAD OR SHOULD HAVE HAD ANY ACTUAL OR CONSTRUCTIVE KNOWLEDGE THAT SUCH LOSS MIGHT BE INCURRED.

16.2

SUBJECT TO THE OTHER SUBSECTIONS IN THIS SECTION 16, PROVIDER'S TOTAL LIABILITY TO CUSTOMER AND ANY THIRD PARTY WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, MISREPRESENTATION, BREACH OF STATUTORY DUTY OR OTHERWISE FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR USE OF THE SERVICES, SHALL BE LIMITED IN AGGREGATE TO THE TOTAL MONTHLY SERVICE FEES PROVIDER HAS RECEIVED FROM CUSTOMER IN THE TWELVE (12) MONTHS PRIOR TO THE DATE OF THE ACT, OMISSION OR FAILURE THAT GAVE RISE TO THE FIRST CLAIM.

16.3

Provider will use commercially reasonable efforts to ensure the accuracy, quality and timely delivery of Services. However, Provider and Panasonic shall not be liable to Customer or any third party whether in tort (including negligence), contract, misrepresentation, breach of statutory duty or otherwise for any claims, losses damages or costs suffered by Customer or any third party arising from or in connection with:

16.3.1. The suspension or termination of the Services or the Agreement or the interruption of or failure of Provider to provide the Services including connecting any call made to or by the Hardware or failing to be made to a mobile broadband connection through the Hardware;

16.3.2. Any call made to or by the Hardware being overheard or intercepted by a third party;

16.3.3. Any data transmitted to or by the Hardware being altered, used or lost;

16.3.4. Any failure, interruption, delay, suspension or restriction in performing its obligations under the Agreement arising as a consequence of circumstances outside its reasonable control, including but not limited to any act of God, government control restrictions or prohibitions, any other act or omission of any public or regulatory authority (whether local, national, international or supranational), an act of default of any third party, supplier, agent or other person, strikes, work stoppages or labour disputes;

16.3.5. The effects upon Customer or other users of the Hardware, or upon any equipment, vehicles or aircraft in customer's vicinity, of any emissions or transmissions to, from, by or through the Network and/or the Hardware;

16.3.6. Inaccurate or misleading or unlawful information provided to Customer via the Services;

16.3.7. The acts and/or omissions of other service providers (save for any service providers directly engaged by Provider);

16.3.8. Any error or omission in any directory published by us, or on Provider's behalf, containing customer details (including without limitation the national directory database of subscribers for publicly available telephone services); or

16.3.9. Unauthorised access to the Hardware. Provider strongly recommends that sensitive information such as bank PINS, credit card numbers etc., are not stored on Hardware.

16.4

Provider shall not provide compensation for any loss of service however caused. In no event will Provider be liable to Customer for any consequential or indirect losses, including but not limited to loss of revenue, profits, contracts or anticipated savings or wasted expense, or any financial loss or loss of data or liability to third parties for damage, or any general loss on account of the loss of use of the Services.

16.5

Except as expressly provided in this Agreement:

16.5.1. All other terms, conditions and warranties relating to Services are excluded;

16.5.2. Provider, Provider's Network Operator(s), and Panasonic shall not be liable for any loss of income, business or profits, or for any loss or corruption of data in connection with the use of, or reliance on, Services or their content.

16.6

Neither Provider nor Provider's Network Operator purports to provide Customer with advice of any kind (including but not limited to investment, communications or technical advice). Provider does not make invitations or offer inducements to enter into any investment agreements. No statements or representations by Provider should be considered investment information or advice.

16.7

Neither Provider, Provider's Network Operator, nor Panasonic make any representations as to the accuracy, comprehensiveness, completeness, quality, currency, error-free nature, compatibility, security or fitness for purpose of Services or their content. Services are provided to Customer on an 'as is' basis, and neither Provider nor Provider's Network Operator shall be liable:

16.7.1. For any loss incurred by Customer as a result of a third party using Customer's PINs or passwords with, or without, Customer's knowledge; or

16.7.2. Where Provider or Network Operator is unable to carry out Provider's or their duties owing to factors beyond Provider's or their reasonable control.

16.8

Customer may in certain cases use Services:

16.8.1. To upload, email or transmit content using Services; and

16.8.2. To access content which is branded or provided by others and to acquire goods and services from others.

16.8.3. Where Customers are provided with such access, Provider does not purport to prepare or exercise any control over the content, goods or service. Neither Provider, Provider's Network Operator(s), nor Panasonic is responsible or liable in any way for, nor do Provider endorse, any of this content, goods or services.

16.9

Nothing in the Agreement removes or limits Provider or Panasonic's liability for fraud, for death or personal injury caused by Provider's gross negligence or for any liability that cannot be limited or excluded by applicable law.

16.10

The terms of this Section 16 shall remain in effect notwithstanding any termination of the Agreement.

17 INTELLECTUAL PROPERTY

17.1

All rights, including but not limited to, copyright(s) and trade secret(s) in the Services and their associated content, are reserved by and belong to Provider, and/or its affiliates, Provider's Network Provider(s), or Provider's licensors. Except as expressly herein stated, nothing contained in the Agreement shall be construed as granting or conferring any rights to Customer by license, franchise, title, interest or otherwise in Provider's intellectual property or any other tangible or intangible property of Provider, including, without limitation, Provider trade names, trademarks, service marks or proprietary information.

17.2

The UC-Line, Panasonic, Blueface trademarks and other related images, logos and names on the Services are proprietary marks of Panasonic, UC-Line, Blueface or their respective owners.

17.3

Provider retains full ownership and control of all Intellectual Property rights, whether owned or licensed, in any materials created by Provider and Panasonic and made available to Customer for Customer's use.

17.4

Where Provider generates any intellectual property rights in performing the Services or creating or customising Products for Customer (including without limitation by the creation or customisation of Software), all such Intellectual Property Rights shall, on their creation, vest in Provider exclusively.

18 DISPUTE RESOLUTION; JURISDICTION; CHOICE OF LAW

18.1

The Agreement shall be governed by and construed in accordance with the laws of Ireland and the parties submit to the exclusive jurisdiction of the Irish courts. All provisions of the Agreement are to be interpreted and construed in a manner to make same valid and enforceable.

18.2

Provider aims to resolve all Service-related issues and disputes as quickly as possible and to Customer's satisfaction. Provider endeavours to respond to any reported Service issues within ten (10) business days of receipt of an enquiry raise by web-form on www.uc-line.com. The message must contain an explanation of the Service issue in reasonable detail. It may not always be possible to resolve every issue within these ten (10) business days. If this is the case, Provider and UC-Line Partner will endeavour

to keep Customer informed of the expected timeframe for resolution. Provider will notify Customer of the resolution of reported Service issues and retain records of Customer's issue and its resolution for a period of not less than one year. In the event that Provider is unable to resolve a Service issue within a ten (10) business day period, Customer may be entitled to a pro-rata credit on its Service Invoice. This credit may be requested by liaising with UC-Line by emailing accounts@uc-line.com.

18.3

Except for any claim or dispute which relates to: (a) monies payable by the Customer to Provider under or in connection with the Agreement (including Termination Charges); or (b) an actual or suspected infringement by the Customer of the Intellectual Property rights of Provider or any third party relating to the Services or the Hardware, any dispute arising out of or in connection with the Agreement including any question regarding its existence, validity or termination, that is not resolved after good faith negotiations between the parties, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration, shall be Dublin, Ireland. The language to be used in the arbitral proceedings shall be English. In such arbitration, Irish law shall govern.

18.4

All the terms and provisions of the Agreement are distinct and severable, and if any clause, paragraph, term or provision is held unenforceable, illegal or void in whole or in part by any court, regulatory authority or other competent authority it shall to that extent be deemed not to form part of the Agreement, and the enforceability, legality and validity of the remainder of the Agreement will not be affected. Any waiver, concession or extra time allowed to you by Provider is limited to the specific circumstances and case in which it was given and does not affect Provider's rights under the Agreement in any other way.

18.5

Where any party to the Agreement delays or does not take action to enforce their respective rights under the Agreement, this fact shall not stop the party in question from taking action at a later date.

19 OTHER PROVISIONS

19.1 FINANCING

19.1.1. Panasonic may offer financing directly or through a third party that allows you to purchase Hardware over an extended period. The terms of this financing arrangement will be subject to its own terms and conditions and will be governed by a separate written agreement between you and the financing company.

19.2 ASSIGNMENT

19.2.1. Customer may not assign any rights under the Agreement without the written consent of Provider. If Provider does consent to an assignment, Customer agrees to pay Provider a €250.00 assignment processing fee. Provider may assign the Agreement at any time without notice to Customer. Such assignment by Provider shall not invalidate or render void the Agreement or any other contract between Provider and the Customer. The Agreement shall be binding upon the heirs, successors and permitted assigns of the parties and inure to their benefit.

19.3 CONFLICT

19.3.1. If there is any conflict, ambiguity or inconsistency between the documents comprising the Agreement, the following order of precedence shall prevail:

19.3.2. in respect of Services: (i) these Terms & Conditions of Service; (ii) the Privacy Notice (as to its subject matter); (iii) any addenda or add-on orders to the Agreement; and (iv) the Customer Activation Form.

19.4 SEVERABILITY

19.4.1. If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Agreement. If any provision or part-provision of the Agreement is deemed deleted under this Section, the parties shall negotiate in good faith to agree on a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

19.5 ENTIRE AGREEMENT

19.5.1. The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

19.6 NO PARTNERSHIP OR AGENCY

19.6.1. Nothing in this agreement is intended to or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other party, or authorise either party to make or enter into any commitments for or on behalf of the other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person. The relationship between Blueface and all UC-Line Partners and Panasonic is that of an independent contractor; no partnership exists between Blueface and any UC-Line Partner or Panasonic.

19.7 WAIVER

19.7.1. No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

19.8 ACCOUNT HOLDER

19.8.1. At the time of signup, an account holder will be designated on all Customers' accounts. Only designated account holders will be permitted to make changes or modifications to Customers' accounts. Customers wishing to change and/or redesignate account holders must contact Provider at accounts@uc-line.com. Upon completion of a verification process, Provider will permit Customer to change its account holder designation.

APPENDIX 1 TO TERMS & CONDITIONS OF SERVICE: Details of Processing Activities

Subject Matter	Processing arising under or carried out in connection with the provision of the Services (as defined in the Agreement).
Duration	From the date of the Agreement until termination or expiry of the Agreement (plus any transition-out period).
Nature & Purpose of the Processing	To the extent necessary for Blueface to provide the Services under the Agreement.
Categories of Data Subjects	Customer Personnel
	Other individuals not being Customer Personnel who interact with Blueface's service offering (e.g. an individual who receive calls from or make calls to Customer Personnel)
Types of Company Data	<p>Personal data processed or stored by Blueface or otherwise obtained through use of Blueface's service offering including:</p> <ul style="list-style-type: none"> telephone numbers voice data voicemail call recording messaging contact details stored in Customer Personnel's address books location data faxes